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SYNOPSYS, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

SYNOPSYS, INC.,	C03-02289 MJJ
Plaintiff,	**DECLARATION OF PETER NASH IN OPPOSITION TO DEFENDANT'S MOTION TO DISMISS OR IN THE ALTERNATIVE TO STAY OR TRANSFER VENUE**
vs.	
RICOH COMPANY, LTD.,	
Defendant.	Date: August 19, 2003 Time: 9:30 a.m. Place: Courtroom 11

I, Peter Nash, hereby declare as follows:

1.   I am Associate General Counsel for Synopsys, Inc. ("Synopsys"). I am familiar with Synopsys' end-user licensing agreements. The matters set forth in this declaration are based upon my personal knowledge, except where otherwise indicated, and if called as a witness, I could and would testify competently thereto.

2.   Synopsys enters into a license agreement, currently titled the "End User Software License and Maintenance Agreement," with all of its customers which describe the rights and duties of both Synopsys and Synopsys' customers with respect to Synopsys Software. Earlier versions of the agreement had different names, but served similar functions and had similar terms and conditions.

3.   While there is some variation in the specific terms of the end user license agreement, each typically includes an indemnification provision.

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4.   A typical end-user license agreement would include the following provision related to indemnification:

> Indemnity. Synopsys agrees, at its own expense, to defend or, at its option, to settle, any claim or action brought against Licensee to the extent it is based on a claim that the Licensed Software as used within the scope of this Agreement infringes or violates any United States patent, copyright, trademark or trade secret, and Synopsys will indemnify and hold Licensee harmless from and against any damages, costs and fees reasonably incurred (including reasonable attorneys' fees) that are attributable to such claim or action and which are assessed against Licensee in a final judgment. Licensee agrees that Synopsys shall be released from the foregoing obligation unless Licensee provides Synopsys with: (i) prompt written notification of the claim or action; (ii) sole control and authority over the defense or settlement thereof; and (iii) all available information, assistance and authority to settle and/or defend any such claim or action.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. This declaration was executed in Mountain View, California on July 28, 2003.

Peter Nash